

REMARKS

Claims 1, 3 and 6-13 are all the claims pending in the application.

I. Claim Rejections under 35 U.S.C. § 103(a)

Claims 1, 3 and 6-13 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Tsuji et al. (US 2003/0065957) in view of and Bonomi et al. (US 6,769,127), and further in view of Kikinis (US 2002/0129370).

Claim 1, as amended, recites the feature of a terminal body that includes a first storage unit operable to previously store a first application program for reproducing the content in a members-only operation mode, and a second storage unit operable to previously store a second application program for reproducing the content in a non-member operation mode, the second application program being different from the first application program.

Applicants respectfully submit that the cited prior art references do not teach, suggest or otherwise render obvious at least the above-noted feature recited in amended claim 1.

In particular, with respect to Bonomi, Applicants note that this reference discloses a multimedia delivery system in which a main page 1500 can be downloaded from a media server and displayed on a display screen of a client device (see Fig. 15A and col. 33, lines 1-4). As disclosed in Bonomi, upon the user of the client device selecting a television button 1516, a TV mode screen 1501 is displayed which includes a channel button 1523, a program guide button 1524, and a scanning button 1525 (see Fig. 15B and col. 33, lines 44-53).

With respect to the program guide button 1524, it is explained in Bonomi that upon a user selecting the program guide button 1524, a program guide 1540 is displayed which shows only the channels that are selected or subscribed to by the user according to a service agreement that was arranged with the server (see Fig. 15C and col. 34, lines 21-28). In this regard, Applicants note that Bonomi explicitly discloses that the program guide 1540 is updated at the server side and is downloaded to the client device (see col. 34, lines 46-49).

In the Office Action, the Examiner has taken the position that in Bonomi, a program guide that shows premium channels corresponds to the claimed “first application program”, and that a program guide that does not show premium channels corresponds to the claimed “second application program” (see Office Action at page 5). In addition, the Examiner has indicated that the client machine of Bonomi would require a storage unit to hold the program guide data (i.e., program guide data that shows premium channels and program guide data that does not show premium channels) (see Office Action at page 5). Applicants respectfully disagree with the Examiner’s position.

In particular, as discussed above, in Bonomi, a user at the client device is presented with a main page 1500, and upon selection of a program guide button 1524, a program guide 1540 is displayed on the client machine. In this regard, as noted above, the program guide is updated at the server side and is downloaded to the client device, with the updated program guide showing only the channels that the user has subscribed to based on a previous service agreement that was arranged between the user of the client device and the server.

Thus, in Bonomi, because the program guide is updated at the server side and is downloaded to the client device based on a previously arranged service agreement, it is clear that the server would not download to the client machine both of a program guide that shows premium channels and a program guide that does not show premium channels. In other words, because the server is aware of the service agreement for the particular client device, Applicants note that the server would not need to download two different program guides to the client device. Instead, the server would simply download to the client device the one program guide that corresponds to the user's service agreement.

Accordingly, contrary to the position taken by the Examiner in the Office Action, because the server in Bonomi downloads to the client device an updated program guide which corresponds to the user's service agreement, Applicants note that the client device of Bonomi clearly would not include a first storage unit operable to previously store a first application program for reproducing the content in a members-only operation mode, and a second storage unit operable to previously store a second application program for reproducing the content in a non-member operation mode, the second application program being different from the first application program.

In view of the foregoing, Applicants respectfully submit that Bonomi does not disclose, suggest or otherwise render obvious the above-noted feature recited in amended claim 1 of terminal body that includes a first storage unit operable to previously store a first application program for reproducing the content in a members-only operation mode, and a second storage unit operable to previously store a second application program for reproducing the content in a

non-member operation mode, the second application program being different from the first application program. Further, Applicants respectfully submit that neither Tsuji nor Kikinis cures this deficiency of Bonomi.

Accordingly, Applicants submit that claim 1 is patentable over the cited prior art references, an indication of which is kindly requested.

In addition, Applicants note that claim 1 has also been amended to recite that the terminal body includes a selection unit operable to select one of the first application program and the second application program which are stored in said first storage unit and said second storage unit, respectively, in accordance with the setting result.

Regarding the above-noted feature, Applicants note that the Examiner has taken the position in the Office Action that the client device in Bonomi would have a selection unit operable to make a determination as to whether or not the user is a subscriber of premium channels so that the program guide can be adjusted accordingly (see Office Action at page 5). Applicants respectfully disagree.

In particular, as described above, Bonomi discloses that the program guide is updated at the server based on a prearranged service agreement, with the updated program guide being downloaded to the client machine. Thus, because the program guide in Bonomi is not updated at the client device, but instead, is updated at the server and then downloaded to the client device, contrary to the above-noted position taken by the Examiner, Applicants submit that there is simply no reason that the client device of Bonomi would be provided with a selection unit operable to select one of the first application program and the second application program which

are stored in said first storage unit and said second storage unit.

In view of the foregoing, Applicants respectfully submit that Bonomi does not disclose, suggest or otherwise render obvious the above-noted feature recited in claim 1 which indicates that the terminal body includes a selection unit operable to select one of the first application program and the second application program which are stored in said first storage unit and said second storage unit, respectively, in accordance with the setting result. Further, Applicants respectfully submit that neither Tsuji nor Kikinis cures this deficiency of Bonomi.

Accordingly, Applicants submit that claim 1 is patentable over the cited prior art references, an indication of which is kindly requested.

Further, Applicants note that in the Office Action, the Examiner has indicated that in Bonomi, the “program guide is the interface itself not simply just the data within the program guide which displays the currently available and further upcoming television programs” and that “the claim language does not require that the first and second applications to necessarily be distinct, separate applications as opposed to a single application with different configurations...” (see Office Action at pages 2-3).

Regarding these comments by the Examiner, as noted above, Applicants point out that because it is the server of Bonomi that updates the program guide based on a service agreement with the user of the client device, that the program guide of Bonomi itself is not an application program, but instead, is merely updated data that has been downloaded from the server based on the service agreement. Moreover, with respect to the Examiner’s indication that the claim language does not require that the first and second applications be distinct, Applicants note that

claim 1 has been amended, as shown above, so as to recite that the second application program is different from the first application program.

In view of the foregoing, Applicants respectfully submit that the cited prior art references do not disclose, suggest or otherwise render obvious all of the features recited in amended claim 1. Accordingly, Applicants submit that claim 1 is patentable over the cited prior art, an indication of which is kindly requested.

Regarding claims 3 and 7-11, Applicants note that these claims depend from claim 1 and are therefore considered patentable at least by virtue of their dependency.

Regarding claim 6, Applicants note that this claim has been amended so as to recite the features of a secure device that includes a first storage unit operable to previously store a first application program for reproducing the content in a members-only operation mode; and a terminal body that includes a second storage unit operable to previously store a second application program for reproducing the content in a non-member operation mode, the second application program being different from the first application program, and a selection unit operable to select one of the first application program and the second application program which are stored in said first storage unit and said second storage unit, respectively, in accordance with the setting result.

For at least similar reasons as discussed above with respect to claim 1, Applicants respectfully submit that the cited prior art references do not teach, suggest or otherwise render obvious the above-noted features recited in claim 6. Accordingly, Applicants submit that claim 6 is patentable over the cited prior art, an indication of which is kindly requested.

Regarding claim 12, Applicants note that this claim has been amended so as to be drawn to a content reproduction method used by a content reproduction terminal comprising a terminal body having a first storage unit that previously stores a first application program for reproducing content in a members-only operation mode and a second storage unit that previously stores a second application program for reproducing the content in a non-member operation mode, the second application program being different from the first application program, and a secure device to be placed in the terminal body, said method comprising a selection step of selecting one of the first application program and the second application program which are stored in the first storage unit and the second storage unit, respectively, in accordance with the setting result.

For at least similar reasons as discussed above with respect to claim 1, Applicants respectfully submit that the cited prior art references do not teach, suggest or otherwise render obvious the above-noted features recited in claim 12. Accordingly, Applicants submit that claim 12 is patentable over the cited prior art, an indication of which is kindly requested. Claim 13 depends from claim 12 and is therefore considered patentable at least by virtue of its dependency.

II. Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited.

If any points remain in issue which the Examiner feels may best be resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

Respectfully submitted,

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